

en Prepared By:
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CERTIFICATE OF TRUST

1. **NAME OF THE TRUST:**

The Kendall Family Trust, dated May 29, 1981, hereinafter, the ("Trust")

2. **STREET AND MAILING ADDRESS OF THE OFFICE, AND THE NAME AND STREET AND MAILING ADDRESS OF THE TRUSTEE :**

Dona S. Kendall
500 East Olive Avenue, Suite 720
Burbank, California 91501

3. **NAME AND STREET AND MAILING ADDRESS OF THE GRANTOR:**

Dona S. Kendall
500 East Olive Avenue, Suite 720
Burbank, California 91501

4. **LEGAL DESCRIPTION OF INTERESTS IN REAL PROPERTY OWNED BY OR CONVEYED TO THE TRUST:**

All interests in real property hereafter conveyed to said Trust. Any instrument conveying such property to the Trust shall be and is hereby deemed an amendment to this Certificate of Trust. Indexing instructions indefinite.

5. **ANTICIPATED DATE OF TERMINATION OF THE TRUST:**

The Trust will terminate upon the first to occur of the following: (i) revocation of the trust by the Grantor, (ii) expiration of the term allowed for the trust under the Rule against Perpetuities, and (iii) distribution of all of the trust assets in accordance with the terms of the instrument creating the Trust.


6. **GENERAL POWERS GRANTED TO THE TRUSTEE:**

See Attached Exhibit, incorporated herein by reference.

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IN WITNESS WHEREOF, the Trustee has executed this Certificate of Trust as of
this 20th day of December 2007.


Dona S. Kendall, as Trustee

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20____, within my jurisdiction, the within named Dona S. Kendall, who, in the capacity stated herein, acknowledged that they executed the above and foregoing instrument in the capacity therein stated.

NOTARY PUBLIC

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

BK 124 PG 740

BK 125 PG 617

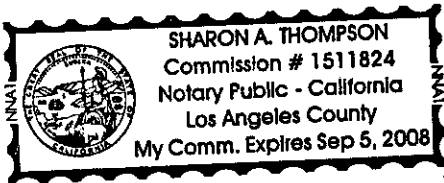
State of California

County of Los Angeles

On DECEMBER 20TH 2007 before me, SHARON A THOMPSON Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DONA S. KENDELL
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Sharon A. Thompson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Certificate of Trust Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Settlor by a writing signed by such Settlor or his or her Agent and delivered to the Trustee; provided, however, that a Settlor's Agent is subject to the provisions of Paragraph 2.16.

5.2. Revocation And Amendment After The Death Of The Deceased Settlor

5.2.a. Revocation Of Trust

Following the death of the Deceased Settlor, the Surviving Settlor may revoke the Survivor's Trust in whole or in part during his or her lifetime by a writing signed by the Surviving Settlor or his or her Agent which is delivered to the Trustee, but neither the Surviving Settlor nor his or her Agent may revoke any other trust established hereunder. On revocation of the Survivor's Trust, the Trustee shall promptly deliver to the Surviving Settlor or his or her Agent the designated portion of the Survivor's Trust; provided, however, that the Trustee may retain sufficient assets to secure payment of liabilities lawfully incurred by the Trustee in the administration of the Survivor's Trust, including Trustee's fees that have been earned, unless the Trustee is indemnified to the Trustee's satisfaction against loss or expense.

5.2.b. Amendment Of Trust

Following the death of the Deceased Settlor, the Survivor's Trust may be amended in whole or in part by a writing signed by the Surviving Settlor or his or her Agent and delivered to the Trustee during the Surviving Settlor's lifetime; provided, however, that the Surviving Settlor's Agent is subject to the provisions of Paragraph 2.16. Neither the Surviving Settlor nor his or her Agent may amend any other trust established hereunder.

5.3. No Revocation Or Amendment After The Death Of The Surviving Settlor

Except as expressly provided to the contrary in this document, this document and the trusts established hereunder may not be revoked or amended following the death of the Surviving Settlor.

**ARTICLE SIX
TRUST ADMINISTRATION**

6.1. Powers Of Trustee

Subject to any limitations contained elsewhere in this document, the Trustee is granted all powers necessary to carry out the terms of this document, including the following powers:

6.1.a. To Employ Professional And Other Assistance

To employ, reasonably compensate and grant discretionary authority to agents, managers, attorneys, accountants, brokers, investment counselors and others, even if they are associated with a Trustee. The Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared by such persons as to matters which the Trustee reasonably believes to be within such person's professional or expert competence and shall not be liable for losses resulting therefrom.

6.1.b. To Pay Expenses

To pay all reasonable expenses and taxes incurred in the administration of all trusts established hereunder, including such insurance as the Trustee deems advisable to protect the trust estate from damage or loss and to protect the Trustee from liability.

6.1.c. To Receive And Retain Property

To receive and retain any property at any time subject to this document, regardless of whether receipt or retention thereof violates sound diversification principles, or such property is under productive. Notwithstanding the foregoing, the Surviving Settlor may direct the Trustee in writing to convert any non-income producing or low-income producing property distributed to other than the Credit Trust into income producing property, within the meaning of Treasury Regulation §20.2056(b)-5(f), and the Trustee shall comply with such direction within a reasonable time after notice thereof. In no event shall the Trustee take any action or have any power that will impair the federal estate tax marital deduction, and all provisions regarding the Marital Trust shall be interpreted to conform to this primary objective.

6.1.d. To Hold Property

To hold property in the name of the Trustee (with or without revealing fiduciary capacity), or in the name of a nominee, or in bearer form.

6.1.e. To Operate A Business

To hold and operate a business or an interest in a business at the risk of the trust estate and not at the risk of the Trustee, and to incorporate or dissolve such business or to operate it as a partnership, limited or general, or in any other form. To exercise all voting and management rights attendant to owning an interest in such a business, including the right to vote securities, give proxies and pay assessments; to participate in voting trusts, pooling arrangements,

foreclosures, reorganizations, consolidations, mergers and liquidations; to deposit securities with and transfer title to any protective or other committee; and to exercise or sell stock subscription or conversion rights.

6.1.f. To Manage And Control Property

To manage, control, lease for terms within or beyond the duration of a trust created hereunder, grant options with respect to, partition, divide, improve, insure and repair any kind of property, real or personal.

6.1.g. To Purchase And Sell

To purchase, exchange or sell for cash or upon terms at public or private sale any kind of property, real or personal, including trust funds administered by the Trustee, stocks, bonds, futures contracts and other securities, puts, calls, straddles and other options of every kind, general and limited partnership interests and interests in other business ventures, whether or not an interest in any such property is already included in the trust estate. Any such purchase, exchange or sale may be made with any person, including any Beneficiary, any Trustee, Special Trustee or other fiduciary under this document or any estate or trust, including an estate or trust having as a beneficiary or fiduciary any Beneficiary or fiduciary hereunder; provided, however, that any property sold to any such Beneficiary, fiduciary, estate or trust is sold for adequate consideration. The Trustee may maintain brokerage accounts, including margin and commodity accounts, and in connection therewith borrow, pledge securities, make short sales and sell on margin or otherwise. If any security is purchased for a premium or at a discount, such premium or discount shall be amortized in a reasonable manner. The Trustee's investment performance shall be evaluated in light of his, her or its overall investment performance and not in light of any isolated investment.

6.1.i. To Borrow And Lend

To borrow and lend money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise for the debts of the trust or the joint debts of the trust and any co-owner of the property in which the trust has an interest and in connection therewith to

execute any mortgages, deeds of trust, pledges, guarantees or other loan or security documents reasonably attendant thereto. Any loan, guarantee, pledge or encumbrance may be for a period within or beyond the duration of the trust. While any trust established hereunder is revocable, the Trustee shall, at the direction of the person entitled to revoke such trust, encumber all or any of the assets thereof by mortgage, deed of trust, pledge, guarantee or otherwise to secure any indebtedness of such person, irrespective of whether such mortgage, deed of trust, pledge, guarantee or otherwise is for the benefit of the trust or for the exclusive benefit of such person. If any trust established hereunder is irrevocable, the Independent Trustee may lend money to, and/or encumber all or any of the assets thereof by mortgage, deed of trust, pledge, guarantee or otherwise to secure any indebtedness of any Beneficiary of said trust, irrespective of whether such mortgage, deed of trust, pledge, guarantee or otherwise is for the benefit of the trust or for the exclusive benefit of such Beneficiary.

6.1.j. To Conduct Banking

To deposit trust funds in accounts of any kind, with any bank, savings and loan association or similar institution, including a Trustee; to withdraw such funds; to designate in writing the persons, whether or not Trustees, who may conduct such activities; and such institutions may rely, without liability, on such designation.

6.1.k. To Combine And Divide Trusts

To combine any trust created hereunder with any other trust(s) (whether or not created hereunder) having the same beneficiaries and Inclusion Ratios, provided they have substantially the same terms, as determined by the Trustee, into a single trust. The Trustee may also divide any trust established hereunder into two or more separate trusts of equal or unequal value but on the same terms and with the same beneficiaries for the purpose of creating an Exempt Trust and a Non-Exempt Trust or for any other purpose. Division of a trust shall be made according to the value of the assets of the trust at the time of the division. Whenever such division will result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry Appropriate Interest. If any provision of this document provides that property is to be added to a trust by reason of the partial or complete distribution or termination of another trust or otherwise, the Trustee may add property having an Inclusion Ratio of zero only to an Exempt Trust and the Trustee may add property having an Inclusion Ratio greater than zero only to a Non-Exempt Trust. If a trust with the appropriate Inclusion Ratio does not exist, the Trustee shall establish a new trust having the same terms, conditions and beneficiaries as the trust to which such property would

otherwise have been added so that such property may be added to the new trust without changing the Inclusion Ratio of such property.

6.1.l. To Distribute Assets

To allocate or distribute trust assets, in cash or in kind or partly in each, including undivided interests, pro rata or non-pro rata, and for this purpose to sell trust assets. In making such allocation or distribution, the Trustee is not required to consider the income tax bases of such assets or the potential income tax consequences to the distributees. Property distributed in kind shall be selected and valued as required by the Code, Treasury Regulations and Rulings. Unless otherwise required by the Code, Treasury Regulations and Rulings, the Trustee shall value property distributed in kind at its value on the date or dates of distribution. Whenever the distribution of property would result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry Appropriate Interest.

6.1.m. To Pay A Deceased Beneficiary's Expenses

To pay a deceased Beneficiary's (including a Settlor's) funeral expenses, expenses of administration and death taxes, including interest, attributable to such Beneficiary's interest in the trust estate. The Trustee may purchase assets from and make loans to such Beneficiary's personal representative, with or without interest or security.

6.1.n. To Release Powers

To release or restrict, by means of a written document, any power granted the Trustee. Unless otherwise specified by the releasing Trustee, any power released or restricted shall continue to exist and shall pass to all Trustees and successor Trustees other than the releasing Trustee.

6.1.o. To Deal With Insurance

To acquire by purchase, bequest, gift or in any other manner one or more policies insuring the life, health, or income of any Beneficiary or any person in whom any Beneficiary has an insurable interest, and to retain each policy as a part of any trust established hereunder, the benefits thereunder to be payable to such trust; and to exercise all options, benefits, rights and privileges of an owner thereof, including the right to borrow against and to pledge such insurance, to surrender it for its cash value, to name and change beneficiaries, to select and change settlement options, and to receive any benefits thereunder, all for the exclusive benefit of such trust.

(i) The Trustee may but is not obligated to pay premiums for such life insurance or cause them to be paid by others and shall incur no liability if such premiums are not paid. If the Trustee has actual notice that any premium has not been paid when due or will not be paid when due, the Trustee may apply the cash value of such insurance to the purchase of paid-up insurance, borrow against such insurance for the payment of premiums, use other assets of the trust to pay such premiums, surrender such insurance or take such other action as the Trustee deems reasonable and appropriate under the circumstances.

(ii) On receipt of proof of death of an insured, or on receipt of proof of the prior maturity of any policy, and on receiving possession of the policies, the Trustee shall use reasonable efforts to collect all sums payable on them, which sums on receipt shall be principal and any interest paid thereon by the insurer shall be income. The Trustee may maintain, defend, compromise, arbitrate or settle any suit or claim with respect to such insurance. However, the Trustee shall not be responsible for any acts or omissions of the insured in connection with any policy and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified in a manner and amount satisfactory to the Trustee.

(iii) Insurers shall have no obligation to inquire into the terms of this document or see to the application of the proceeds of any policy, and may rely without liability on a receipt, release or other document executed by the Trustee.

6.1.p. To Allocate Income And Principal

Except as otherwise provided herein, determination of what is principal and income shall be governed by the California Uniform Principal and Income Act from time to time existing. Any matter not provided for herein, or in the California Uniform Principal and Income Act, shall be determined by the Trustee.

(i) The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against all or any portion of the income of the trust estate, including any income realized through use of any portion of the trust estate principal in the conduct of a business by the trust; but the Trustee may determine whether to establish such a reserve and, if so, to fund the same by appropriate charges against the income of the trust estate, such reserve and charges to be established on such assumptions and in such amounts as the Trustee

may determine. In exercising the discretion conferred on the Trustee, the Trustee is required to consider that the Settlor's desire is to benefit primarily the Income Beneficiaries.

(ii) All items of Income in Respect of a Decedent shall constitute principal, except that if any such items are allocated to the Marital Trust and do not yield a reasonable amount of income, as required by Treasury Regulation §20.2056(b)-5(f), the Trustee shall allocate a reasonable portion of such items to income, the amount of such allocation to be determined in the Trustee's discretion, taking into account the Settlor's desire to comply with such Treasury Regulation as to all items allocated to the Marital Trust.

6.1.q. No Need To Make Adjustments

The Trustee shall not be required to make adjustments in the rights of any Beneficiaries, or among the principal and income accounts, to compensate for the consequences of any tax decision or election that has had the effect, directly or indirectly, of preferring one Beneficiary or a group of Beneficiaries over others. This Paragraph shall not apply to the Marital Trust.

6.2. Income And Expenses

Income accrued on property distributed to a trust shall be treated as income. Income accrued at the termination of an interest in a trust shall retain its character as income and be administered as a part of the next succeeding interest; provided, however, that upon the Surviving Settlor's death, accrued income of the Marital Trust shall be distributed to the Surviving Settlor's estate. At the termination of an interest, the Trustee shall not apportion periodic payments of principal not then due but may prorate taxes and other expenses.

6.3. Accounting For Separate Trusts

If separate trusts are established hereunder, each trust shall constitute a separate and independent trust. The Trustee shall keep an account for each trust and may, but shall not be required to, segregate trust assets. Each trust established hereunder may be designated by the name of its Income Beneficiary and the date of its creation or by such other designation as the Trustee deems appropriate.